



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

TIDEWATER REGIONAL OFFICE

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L. Preston Bryant, Jr.
Secretary of Natural Resources

David K. Paylor
Director

Francis L. Daniel
Regional Director

STATE WATER CONTROL BOARD ENFORCEMENT ACTION

SPECIAL ORDER BY CONSENT

ISSUED TO

D. D. JONES TRANSFER AND WAREHOUSE COMPANY, INCORPORATED

Registration No. VAR050298

Registration No. VAR050299

SECTION A: Purpose

This is a Consent Special Order issued under the authority of Va. Code §62.1-44.15(8a) and §62.1-44.15(8d), between the State Water Control Board and D. D. Jones Transfer and Warehouse Company, Incorporated, for the purpose of resolving certain violations of environmental law and/or regulations.

SECTION B: Definitions:

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Va. Code" means the Code of Virginia (1950), as amended.
2. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code §10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality.
5. "Order" means this document, also known as a Consent Special Order.
6. "Regulation" means 9 VAC 25-151-10 *et seq.* - the Virginia Pollutant Discharge Elimination System (VPDES) General Permit for Storm Water Discharges Associated with Industrial Activity.

7. "TRO" means the Tidewater Regional Office of DEQ, located in Virginia Beach, Virginia.
8. "Permit" means VPDES General Permit No. VAR05 for Storm Water Discharges Associated with Industrial Activity, which became effective June 30, 1999, was reissued July 1, 2004 and expires on June 30, 2009.

SECTION C: Finding of Facts and Conclusions of Law

1. D. D. Jones Transfer and Warehouse Company, Incorporated ("D. D. Jones") distributes, warehouses and transports by truck high-volume commercial goods. It operates two facilities in Chesapeake, Virginia: a warehouse for the storage of commercial goods at 630 22nd Street ("22nd Street facility") and a nearby garage for performing maintenance on fleet trucks at 719 Wilson Road ("Wilson Road facility"). Storm water discharges from the facilities are subject to the Permit, which was effective July 1, 2004 and expires on June 30, 2009, through Registration No. VAR050298 (22nd Street facility) and Registration No. VAR050299 (Wilson Road facility).
2. D. D. Jones is required to develop and implement a facility Storm Water Pollution Prevention Plan ("SWP3") for each facility according to requirements outlined in Part III and Part IV.B (for Sector P – Land Transportation and Warehousing) of the Permit.
3. On December 8, 2004 DEQ staff conducted routine compliance inspections of both facilities and noted deficiencies in facility inspections, employee training, and quarterly reports of visual monitoring of storm water discharges, an outdated SWP3 at the Wilson Road facility, and the failure to develop a SWP3 for the 22nd Street facility, among other things. These deficiencies were referenced in a Warning Letter issued to each D. D. Jones facility; both Warning Letters were dated January 5, 2005.
4. During DEQ facility inspections of both facilities on July 20, 2007 DEQ staff documented Permit compliance deficiencies with respect to monitoring requirements. The reports of the quarterly visual examinations of storm water quality were not documented for either facility nor maintained on-site as required by Part I.A.1.a.(1) and (3) of the Permit.
5. During DEQ facility inspections of both facilities on July 20, 2007 DEQ staff documented Permit compliance deficiencies, with respect to SWP3 requirements, including the following:
 - a. A SWP3 had not been developed for the 22nd Street facility as required by Part III of the Permit.
 - b. The facility SWP3 site map for the Wilson Road facility did not include the direction of storm water flow or the locations of storm water outfalls as required by Part III.B.2.c.(1) and (7) of the Permit.
 - c. All exposed areas of the Wilson Road facility were not being kept in a clean, orderly manner in order to minimize the contribution of pollutants to storm water discharges as required by Part III of the Permit and Part III.A through D of the SWP3.

- d. The quarterly facility inspections of the Wilson Road facility to ensure compliance with best management practices and the SWP3 had not been documented as required by Part III of the Permit and Part III.I of the SWP3.
 - e. Facility employees at the Wilson Road facility had not been trained in the components and goals of the SWP3 as required by Part III of the Permit and Part III.J of the SWP3.
 - f. The SWP3 for the Wilson Road facility did not include a certification of non-storm water discharges as required by Part III.D.1. of the Permit.
 - g. The annual comprehensive site compliance evaluations of the Wilson Road facility required by Part III.E of the Permit and Part IV of the SWP3 had not been performed for 2005 or 2006.
6. D. D. Jones violated Permit conditions Part I.A.1.a.(1) and (3) as noted in paragraph C.4 of this Order.
 7. D. D. Jones violated Permit conditions Part III, Part III.B.2.c.(1) and (7), Part III.D.1, and Part III.E as noted in paragraph C.5 of this Order.
 8. On September 24, 2007, DEQ issued Notices of Violation ("NOVs") W2007-09-T-0002 (Wilson Road facility) and W2007-09-T-0003 (22nd Street facility) to D. D. Jones. The NOVs advised D. D. Jones of the violations of Permit conditions Part I.A.1.a.(1) and (3), Part III, Part III.B.2.c.(1) and (7), Part III.D.1., and Part III.E. and SWP3 conditions Part III (subparts A, B, C, D, I and J) and Part IV revealed during the inspection conducted by DEQ staff on July 20, 2007.
 9. An environmental consultant, on behalf of D. D. Jones, responded to the NOVs for both facilities, by letters, both dated October 8, 2007, to the effect that: a SWP3 had been prepared for the 22nd Street facility; the SWP3 and site map for the Wilson Road facility had been updated; both SWP3s include certifications of non-storm water discharges; training on the requirements of the SWP3, including the proper documentation of quarterly visual examinations of storm water quality, had been conducted; the housekeeping deficiencies had been remedied; and the comprehensive site compliance evaluation had been performed at both facilities. Copies of the SWP3s were included with the letters and reviewed and approved by DEQ.

SECTION D: Agreement and Order

Accordingly the State Water Control Board by virtue of the authority granted it by Va. Code § 62.1-44.15(8a) and (8d), orders D. D. Jones, and D. D. Jones agrees to perform the actions described in Appendix A of this Order. In addition, the Board orders D. D. Jones, and D. D. Jones voluntarily agrees to pay a civil charge of \$7,175 within 30 days of the effective date of this Order, in settlement of the violations cited in this Order. The payment shall include D. D. Jones' Federal Identification Number and shall reference that payment is being made as a requirement of this Order. Payment shall be made by check, payable to the Treasurer of Virginia, delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

SECTION E: Administrative Provisions

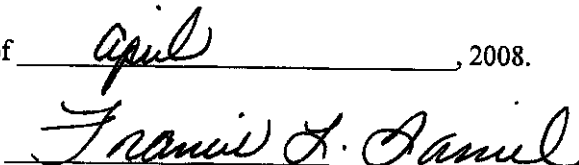
1. The Board may modify, rewrite, or amend the Order with the consent of D. D. Jones, for good cause shown by D. D. Jones, or on its own motion after notice and opportunity to be heard.
2. This Order only addresses and resolves those violations specifically identified herein, including those matters addressed in the above referenced Notice of Violation. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility as may be authorized by law; or (3) taking subsequent action to enforce the Order. This Order shall not preclude appropriate enforcement actions by other federal, state, or local regulatory authorities for matters not addressed herein. D. D. Jones does not waive any rights it may have to object to enforcement actions by other federal, state, or local authorities arising out of the same or similar facts alleged in this Order.
3. For purposes of this Order and subsequent actions with respect to this Order, D. D. Jones admits the jurisdictional allegations, but neither admits nor denies the factual findings, and conclusions of law contained herein.
4. D. D. Jones consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. D. D. Jones declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 2.2 - 4000 *et seq.*, and the State Water Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein, except that D. D. Jones reserves its right to a hearing or other administrative proceeding authorized or required by law or to judicial review of any issue of fact or law contained in any subsequent amendments of this Order issued by the Board without the consent of D. D. Jones. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to enforce this Order.
6. Failure by D. D. Jones to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority. D. D. Jones does not waive any rights it may have to object to enforcement actions by other federal, state, or local authorities arising out of the same or similar facts alleged in this Order.

7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. D. D. Jones shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other act of God, war, strike, or such other occurrence. D. D. Jones shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. D. D. Jones shall notify the DEQ Regional Director in writing when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director within 24 hours of learning of any condition above, which D. D. Jones intends to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and D. D. Jones. Notwithstanding the foregoing, D. D. Jones agrees to be bound by any compliance date, which precedes the effective date of this Order.
11. This Order shall continue in effect until the Director or Board terminates the Order in his or its sole discretion upon 30 days written notice to D. D. Jones. Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve D. D. Jones from its obligation to comply with any statute, regulation, Permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.
12. By its signature below, D. D. Jones voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 11th day of April, 2008.


Francis L. Daniel

D. D. Jones Transfer and Warehouse Company, Incorporated, voluntarily agrees to the issuance of this Order.

By: Omer / Kelly

Date: 12-17-07

Commonwealth of Virginia

City/County of Chesapeake

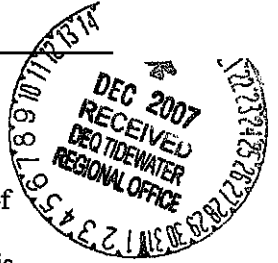
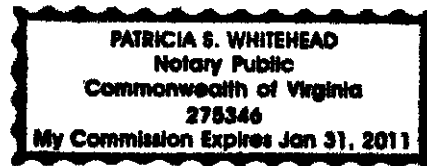
The foregoing document was signed and acknowledged before me this 17th day of

December, 2007, by Donald Goldberg, who is
(name)

PRESIDENT of D. D. Jones Transfer and Warehouse Company, Incorporated, on behalf
(title)
of D. D. Jones

Patricia S. Whitehead
Notary Public

My commission expires: Jan. 31, 2011



APPENDIX A

D. D. Jones shall:

1. Within 30 days of the effective date of this Order submit to DEQ Tidewater Regional Office, the reports of all facility inspections conducted at both the Wilson Road and 22nd Street facilities since July 20, 2007, by or on behalf of D. Jones to ensure compliance with the SWP3s and the Permit.
2. Comply with all conditions of the Permit.
3. Mail all submittals and reports required by this Appendix A to:

Mr. Francis L. Daniel, Regional Director
DEQ, Tidewater Regional Office
5636 Southern Blvd.
Virginia Beach, VA 23462

